

# Agenda Item Form

Agenda Date: 07/27/04

Districts Affected: 2

Dept. Head/Contact Information: Representative Robert A. Cushing, Jr., (915) 541-4416

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☐ Other Source: \_\_\_\_\_

## Legal:

- ☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Contract for Pat Borrego in District 2 will expire at the end of July, 2004. The contract for Ms. Borrego will need to be revised and renewed for one year. This will need to be expedited in order for work not to be interrupted.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary only

## Statutory or Citizen Concerns:

N/A

## Departmental Concerns:

N/A

HS 01 144 22 707 117  
INVESTIGATIVE DIVISION

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **PATRICIA BORREGO**, to assist the Mayor and City Council as a District Research Assistant at an hourly rate of \$15.95 for 20 hours per week. The term of the contract shall be for the period of July 30 2004 through June 14, 2005.

**APPROVED** this 27th day of July, 2004.

THE CITY OF EL PASO

---

Joe Wardy  
Mayor

ATTEST:

---

Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

---

Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **PATRICIA BORREGO**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Mayor and City Council, desires to employ the Employee as a District Research Assistant; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Mayor and City Council, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about July 30, 2004 and be completed by June 14, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at an hourly rate of Fifteen and 95/100 Dollars (\$15.95).     The employee shall work a minimum of twenty (20) hours per week.     Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay.     In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act.

The City will provide no fringe benefits.     Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Mayor and City Council's Office, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee  
at the following addresses:

CITY: City of El Paso  
Mayor and City Council  
Attn: CAO  
#2 Civic Center Plaza  
El Paso, Texas 79901

EMPLOYEE: Patricia Borrego

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 27th day of July, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Patricia Borrego  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Jim Martinez  
Chief Administrative Officer

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 7/22/04

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**DISTRICT RESEARCH ASSISTANT**

**(EL PASO CONTRACT POSITION)**

---

***General Purpose***

Under general supervision, perform research and planning tasks for a City Representative.

***Typical Duties***

Plan, develop and engage in research projects as instructed by representative or requested by citizens regarding district planning and budget issues, service levels, capital improvements and program evaluations, including but not limited to such topics as open space enhancements and unpaved rights of way. Involves: Respond to or conduct surveys. Collect and compile information, which includes searching various governmental and other databases, and reviewing available plans and drawings. Coordinate studies with other City departments, governmental agencies, business organizations and civic groups. Perform statistical analyses and interpret findings. Identify alternatives to address situations or solve problems with their advantages and disadvantages. Estimate costs of proposals and forecast future demand resources

Prepare and present reports containing results of investigations and recommendations. Involves: Use spreadsheet, word processing, graphics or geographic information computer applications. Organize information based on knowledge of software capabilities and aesthetic design concepts. Print or arrange for printing of materials. Participate in locating grant resources and writing applications, and drafting ordinances, resolutions, and other documents for internal and public distribution. Attend and participate in meeting to represent the district as authorized.

Perform related incidental duties contributing to realization of unit or team objectives as required. Involves: Substitute for coworkers as qualified and within authorized limits by carrying out specified functions to maintain continuity of ordinary services of district representative's office, if delegated; Provide designated support for activities of district personnel as instructed. Explain and demonstrate work performed to assist representative in orienting and training less knowledgeable employees. Travel to and attend training programs for professional development. Log activities, and prepare and submit recurring or special status and results reports.

***Minimum Qualifications***

Training and Experience: Equivalent to an accredited Bachelor's degree in Business or Public Administration, Technical Writing, Journalism or other fields with major course work involving application of research methods.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent issued by another state.

Special Requirements: Work other than standard workday or workweek hours as necessary.

## **Patricia Borrego**

### **Objective**

Part-time position as staff /research assistant

### **Education**

University of Texas at El Paso (UTEP), El Paso, Texas

Master of Science Degree in Geology, December 1998

Bachelor of Science Degree in Geology, May 1994

### **Experience**

- MIRATEK Corporation, El Paso, Texas Oct 1999 – Present  
Consultant for Natural Resource Program, Directorate of Environment, Fort Bliss, Texas  
Supervise Natural Resource Program contractor team  
Edit technical reports, develop standards for technical report writing and field data collection  
Research, data analyses & development, create maps, and database management
- Contractor with the City of El Paso, EL Paso, Texas Jul 2003 – Present (part-time)  
Research issues related to the work being conducted by District #2, manage Quality of Life projects, prepare maps, and upgrade District #2 WEB page, data analyses, and working with constituents
- Abrams Technical Services, Inc., Houston, Texas Jan. 1997 - Jun 1999  
Provided support to environmental scientists and engineers at El Paso Energy, El Paso Texas  
Groundwater database management  
Compiled/audited air emission data, prepared compliance reports, tracked air permits
- Various projects that involved laboratory and field work 1991-1994, 1995, 19997  
Analyzed samples using different instruments  
Sample collection of water, stream sediments, gravity.

### **Personal**

#### **Activities**

American Association of Petroleum Geologists (AAPG), Division of Environmental Geosciences,  
Rio Grande/Rio Bravo Basin Coalition, El Paso Solar Energy Association

#### **Skills**

MS Office-Excel, Word, Access DB, and GIS/ArcView, ArcGIS  
experience. Fluent Spanish speaker.

### **Publications**

- Borrego, P. and M. Gutiérrez (2000). Mapping soil geochemical anomalies in the Mesa Quadrangle, Arizona, using NURE data. Environmental Geosciences, Vol. 7, No. 2, pp. 80-89.
- Borrego, P. and M. Gutiérrez (1999). Water quality assessment of the Rio Conchos, Chihuahua, Mexico. Environment International, Vol. 25, No. 5, pp. 573-583.